

REVISED
REQUEST FOR PROPOSALS-Secondary
Notice to Prospective Proposers

March 45, 17, 2004

You are invited to review and respond to this Request for Proposal (RFP), entitled Diversity and Equity, RFP CCFC 6937. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below. Winning proposer will be required to provide an electronic copy of the entire proposal in Microsoft Excel and Word.

In the opinion of the California Children and Families Commission (CCFC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Bryan Hobson
California Children and Families Commission
501 J Street, Suite 530, Sacramento, CA 95814
(916) 323-0056

This RFP, background materials, and any future related information can be viewed and downloaded at Internet site www.ccfc.ca.gov.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Bryan Hobson, Chief
Administration Division

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A) Purpose and Description of Services

Purpose

The California Children and Families Commission (CCFC), also known as First 5 California, is seeking a contractor to consult on a broad range of issues related to diversity and equity. The proposed diversity and equity consultant will build on work that is being conducted in various ways and through various First 5 California projects regarding cultural and linguistic diversity, including children with disabilities and other special needs.

1) Background

In July 2000, First 5 California established an Advisory Committee on Diversity (ACD) to advise on policy issues related to diversity and equity and to ensure that the provisions expressed in its resolution, Commitment to a Diverse California (November 1999) are met (see <http://www.ccfc.ca.gov/advisorycommittee.htm>). The ACD advises First 5 California on issues relevant to its mission of adopting policies and practices that equitably provide California's children (aged 0-5) from diverse backgrounds and abilities with accessible, family friendly, culturally competent, and linguistically appropriate quality early childhood services and programs designed to provide them with positive educational and life experiences so that they may realize their full potential.

In October 2001, First 5 California adopted the Principles on Equity as developed by the ACD (see <http://www.ccfc.ca.gov/PDF/DiversityComm/EquityPrinciples.pdf>). The Principles on Equity were adopted to address "...significant gaps and disparities in the provision of services for children and their families." California is the most diverse state in the nation. This diversity is reflected in California's young children, as shown in the table below:

Children Ages 0-4 by Race/Ethnicity

	California 2000		National Statistics 2000	
	Number	Percentage	Number	Percentage
All	2,486,981	100%	19,175,798	100%
African American	160,116	6.4%	2,720,119	14.2%
Asian/Pacific Islander	222,227	8.9%	684,156	8.9%
Latino	1,187,878	47.8%	3,717,974	19.4%
Multiracial	109,771	4.4%	629,214	3.3%
Native American/Alaskan Native	11,585	0.5%	169,411	0.9%
Other	6,932	0.3%	60,578	0.3%
White	788,472	31.7%	11,194,346	58.4%

Source: U.S. Census Bureau, 2000 Census, Summary File 1, <http://factfinder.census.gov>, Tables PCT12A-PCT12O

Notably, two out of three children in this age group (0-4) in California are children of color. Moreover, 16% of the state's population are immigrant or foreign born, with about one-third of the group entering the U.S. in the past decade. Of the immigrant group, 33% are from Asia and 57% are from Latin America. Additionally, 40% of the total population speaks a language other than English at home. In California, 33% of all children live in a home where a language other than English is spoken (see UCLA Policy Brief #8, Center for Healthier Children, Families and Communities at <http://healthychild.ucla.edu/Publications/documents/chang8.pdf>). According to the California Department of Education, in 2001-2002, 177,638 of 457,165 kindergarteners, or about 38.9%, were designated as English Learners (EL). Research has demonstrated significant gaps in accessibility and use of services and education, and in social and health outcomes for children and families from diverse backgrounds.

The significant proportion of culturally and linguistically diverse children and families continues to be among the most needy and most vulnerable. To address the gaps, the Principles on Equity identified four major areas that the State and County First 5 Commissions could promote to achieve equity for all children and their families. The areas are as follows:

- a. Inclusive Governance and Participation
- b. Access to Services
- c. Legislative and Regulatory Mandates
- d. Results-Based Accountability

To maximize the provisions of services to children throughout the State, First 5 California has initiated several programs in partnership with County First 5 Commissions. In many of these programs, the State Commission provides “matching funds” as an incentive for County Commissions to participate. A “request for applications” or a “request for funds” is typically issued to County Commissions, which contains the requirements for participation. Examples of current matching funds programs include the School Readiness Initiative, the Matching Funds for Retention Incentives Program, Health Access for All Children, and the Special Needs Demonstration Projects. For more information, please refer to <http://www.ccfc.ca.gov/prg.htm>.

The State Commission has recently approved a three-year strategic plan, which includes First 5 California’s vision, goals, revenue estimates, information on current funded programs, a spending plan, and operational plans. To obtain a copy, please contact Jeanne Taylor at 916-324-1420.

2) School Readiness Focus

First 5 California has embarked on a signature School Readiness Initiative to enhance the school readiness of all children in California. The definition of school readiness is broadly based on the following dimensions adopted by the National Education Goals Panel (NEGP) in 1990:

- a) Readiness of children;
- b) Readiness of schools; and
- c) Family and community supports.

Building on the NEGP’s recommendations, the First 5 California School Readiness Initiative consists of the following five domains:

- a) Early Care and Education
- b) Parenting/Family Support
- c) Health and Social Services
- d) Schools’ Readiness for Children
- e) Infrastructure, Evaluation, and Administration

School Readiness is First 5 California’s largest single investment. In partnership with the 58 County First 5 Commissions, First 5 California has designed, funded, and implemented over 200 School Readiness programs in California.

Efforts to promote school readiness for all of California’s children need to systematically and purposefully address the rapid and extraordinary shifts in the demographic composition of children and families in California. (Refer to School Readiness materials at <http://www.ccfc.ca.gov/SchoolReady.htm> and to additional information on School Readiness and Preschool contained in the Commission’s Building Blocks newsletters at <http://www.ccfc.ca.gov/pubs.htm>).

3) Incorporating the Principles on Equity into Evaluation

A statewide evaluation was employed to study the effect of First 5 California programs on California’s 0-5, low-income, diverse children. In its design, implementation, and analytical strategies, the research incorporates methods that are sensitive to cultural differences in order to examine, to the extent possible, whether the programs in the County First 5 Commissions are meeting the overall

goals and demonstrating the commitment to a diverse California expressed in First 5 California's diversity resolution noted above. This aspect of evaluation is particularly important in light of California's ethnic and language diversity, and the immigration status of its people (see the Race/Ethnicity table above).

First 5 California's research and evaluation contractor is conducting surveys with County First 5 Commissions and a sample of funded programs and participants in each county to examine systems change with respect to cultural competency, capacity to work with children with disabilities and other special needs, and broad civic engagement. A component of these surveys is to examine the extent to which County First 5 Commissions, programs, and service systems are addressing certain activities recommended as part of the Principles on Equity.

For data about populations served by both State and County First 5 Commissions, please refer to the Commission's Fiscal Year 2001-02 Annual Report at <http://www.ccfc.ca.gov/fiscal.htm>. Evaluation information, including design, reports, and tools is available at www.prop10evaluation.com. Additional resource documents will become available and will be posted on the www.ccfc.ca.gov website during the early months of this contract. These include 1) the final analysis of the survey on County Commission programs mentioned above; 2) results from a kindergarten entry survey, which is based on kindergarten entry profiles and parent interviews; and 3) a guide for County Commissions on how to incorporate the Principles on Equity into data collection and evaluation of First 5 funded programs.

Problem Statement

All First 5 California programs must be designed to: (a) integrate the Principles on Equity effectively to reach out and serve the needs of the diverse populations of children in California; and (b) promote programs that are culturally and linguistically appropriate and actively engage families from diverse communities.

For purposes of this RFP, and consistent with First 5 California's Principles on Equity, "diversity" is defined to be inclusive of children from the prenatal stage to five years of age, regardless of immigration status, who:

- Are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities; and/or
- Have disabilities and other special needs.

Currently, First 5 California staff does not have access to a subject matter expert who is knowledgeable about the broad range of diversity and inclusion issues concerning California's children, including dual language learning. Thus, a contractor must be secured in order to assist First 5 California in ensuring that all programs are appropriately designed to effectively meet the needs of the populations served. This contractor may be an individual, organization, or a partnership. Teams are encouraged to apply if necessary to ensure the scope of work can be accomplished.

Description of Services (Scope of Work)

In furtherance of First 5 California's goals to 1) integrate the Principles on Equity effectively in order to serve the diverse populations of children in California and to ensure that the perspective and needs of diverse populations and communities are reflected in First 5 California's priorities, policies, and practices; and 2) promote programs that are culturally and linguistically appropriate and actively engage families from diverse communities, the proposer agrees to provide the following product and service deliverables:

I. Product Deliverables

- A. Assess the extent to which State and County First 5 Commissions have addressed equity and diversity issues in their Strategic Plans and in the services they provide using information and data from First 5 California's research and evaluation contractor. (Data collected by the research and evaluation contractor through the statewide evaluation process includes local data on children and families served by County First 5 Commissions, identified by ethnicity, language, income, and education levels of parents.) (Due no later than November 1, 2004.)
- B. Develop an implementation plan that includes steps to integrate/incorporate the Principles on Equity into First 5 California's funded programs and initiatives, to be used by First 5 California and as a guide for County First 5 Commissions. (Due no later than December 31, 2004.)
- C. Make recommendations regarding the future role of the Advisory Committee on Diversity (ACD), which shall include meeting and conducting interviews with current ACD members and the First 5 Association of California, which represents the 58 County Commissions, to obtain input. (Due no later than June 30, 2005.)
- D. Develop a tool, which could be used by County First 5 Commissions in assessing and addressing diversity issues and for improving services provided to diverse populations. (Due no later than August 1, 2005.)
- E. Present at the annual First 5 Statewide Conference of County Commissions (anticipated to be held in Spring 2005) the findings from assessment(s) conducted to determine the extent to which the Principles on Equity are reflected in State and County First 5 Commissions' programs and practices, as well as the implementation plan to be developed pursuant to section B, above. In addition, proposer agrees to be available to present at up to three other First 5 California events (e.g., a State or County First 5 Commission meeting) that may arise during the term of the contract.

II. Service Deliverables/Ongoing Responsibilities and Activities

- A. Participate in the planning, organizing, and coordination of statewide First 5 activities designed to reduce the gap in school readiness status among California's diverse populations of children, from birth to age five, and in their families' access to culturally and linguistically appropriate support services related to the children's school readiness.
- B. Advise First 5 California's executive team on the development of priorities, policies, and practices throughout First 5 California related to the school readiness of diverse populations and communities including incorporation of the following "5 essential and coordinated elements" of the School Readiness Initiative:
 - 1. Early Care and Education
 - 2. Parenting/Family Support
 - 3. Health and Social Services
 - 3. Schools' Readiness for Children
 - 4. Infrastructure, Evaluation, and Administration
- C. Coordinate with the First 5 California research and evaluation contractor to promote the development of culturally appropriate research, and the dissemination of critical data, research results, and other information that is relevant to furthering the goals of the Principles on Equity.
- D. Interact with other First 5 California contractors and consultants as appropriate, including, but not limited to, the consultant on children with disabilities and other special needs.

- E. Expand and improve upon lines of communication and interactions between diverse populations and communities and First 5 California leadership.
- F. Represent First 5 California with groups and organizations that represent different ethnic/cultural groups and populations, such as providers of early childhood and health care services, community organizations and professional associations.
- G. Facilitate efforts to coordinate/leverage available and potential resources to deliver services to diverse populations.
- H. Develop and provide technical assistance for County First 5 Commissions and providers who work with children birth to five who are from diverse backgrounds or have special needs, to address the unique needs of California's diverse counties and population groups.
- I. Assist in the development of regional plans, which could include providing training and technical assistance, to increase the integration of the Principles on Equity into locally funded First 5 programs.
- J. In developing technical assistance intended for use by County First 5 Commissions, confer with the First 5 Association of California to determine the most effective technical assistance to meet the needs of County Commissions.

III. Additional Requirements

The successful proposer may also be required to assist with the following in order to promote or heighten awareness of issues of diversity, equity, and inclusion:

- A. Recommending resources for posting on First 5 California web page.
- B. Developing articles for First 5 California's "Building Blocks" newsletter.

IV. Progress Reports

The successful proposer shall submit to First 5 California three progress reports and one final report, as follows:

First Progress Report	due November 1, 2004
Second Progress Report	due April 1, 2005
Third Progress Report	due September 1, 2005
Final Report	due December 31, 2005 (one month after contract termination)

All progress reports shall include, but not be limited to the information:

- Status reports on all product and service deliverables;
- Services provided and/or scheduled to be provided such as Technical Assistance (reports shall include at a minimum a description of the services, and when, where, and to whom they were provided);
- For additional requirements, refer to Sample Contract, Exhibit B.4.

First 5 California agrees to provide staff as deemed appropriate to carry out the requirements of the awarded contract (e.g., meeting preparation, accessing available First 5 resources such as research and reports, referrals to relevant staff expertise/program area, etc.).

B) Minimum Qualifications for Proposers

This is a Pass/Fail component of the RFP and is designed to determine if the proposer has the experience and operational capabilities required to meet the requirements of the RFP. The “Minimum Qualifications” must be passed in order for a proposer to qualify to continue in the RFP process.

1. The successful proposer must possess and provide evidence of ALL of the following:
 - a. At least two years of successful experience in providing consultation/technical assistance dealing with diversity, equity, and inclusion issues as related to children aged prenatal to five.
 - b. A two-year history of conducting business in California including financial statements demonstrating solvency.
 - c. At least two years of successful experience in working with multiple partners and organizations/agencies with relevant specialized expertise.
2. The successful proposer must also demonstrate in their proposal that they possess the following skills, knowledge and experience by providing a written work sample or a written description of no more than five (5) pages in length that shows previous experience in all of the following components outlined in a-h. Additionally, all proposers who have met the minimum qualifications above will also be scored on the extent of qualifying experience in subsections a through h below:
 - a. Designing, reviewing, and implementing early childhood programs and comprehensive family services programs for diverse communities.
 - b. Operationalizing the tenets of cultural competency and equity within programs and public and private organizations.
 - c. Utilizing research data to identify service gaps that can be addressed in the design of programs.
 - d. Success in achieving improvement in family-serving systems.
 - e. Defining the role of, as well as managing, directing, and staffing, a large advisory committee.
 - f. Knowledge of current, authoritative research and data in the fields of multicultural education/studies, first and second language development, school readiness, early care and education, health care, social services/welfare, education, community development/organizing, and family involvement/support.
 - g. Successful track record in providing technical assistance and related tools/materials in culturally and linguistically appropriate outreach and service delivery strategies to state, county, or local staff.
 - h. Ability to readily mobilize experts—and, where necessary, qualified subcontractors—to perform the requested scope of work on an expedited basis.

NOTE: Any proposal with a bid greater than \$140,000 will be automatically disqualified (see section C4 below).

C) Proposal Requirements and Information

1) Key Action Dates

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective proposers	Mar. 15, 2004	10 am
Written Question Submittal Deadline	Mar. 26	4 pm
Optional Pre-proposal Conference	April 2	10 am
Final Date for Proposal Submission	Apr. 30	4 pm
Proposal Evaluation Process	May 3 - May 10	
Notice of Intent to Award	May 11	9 am
Last Date to Protest Award	May 18	9 am
Proposal Award Date	May 19	
Agreement Commencement	June 1, 2004	
Termination of Agreement (18 months)	Nov. 30, 2005	

2) Optional Pre-Proposal Conference

- a) An optional pre-proposal conference is scheduled for 10:00 am on April 2, 2004 at 501 J Street, Suite 100, Sacramento, CA 95814 for the purpose of discussing concerns regarding this RFP. All bidders who plan on attending the pre-proposal conference must notify Jeanne Taylor at (916) 324-1420 or Myrtle Jones at 327-8505 no later than 4:00 pm, March 26, 2004.
- b) In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company.
- c) For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-proposal conference. The proposer must call Jeanne Taylor at (916) 324-1420 or Myrtle Jones at 327-8505 no later than the fifth working day prior to the scheduled date and time to arrange for a reasonable accommodation.

3) Work Plan and Work Schedule Requirements

The proposer shall develop a comprehensive work plan that includes product and service deliverables as specified in the Description of Services (Scope of Work), and a schedule for task completion. This work plan shall identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. Include specific dates for task completion, and for presentations to be conducted if applicable (e.g., workshop(s), Commission meeting(s), technical assistance session(s), etc.). The work plan shall also include the following:

- a) **Project Personnel**
 List all personnel who will be working on the project and their titles.
 Provide resumes for each major contract participant who will exercise a major policy, program, administrative, or consultative role in carrying out the services.

If subcontractors are contemplated, identify those persons or firms, the portions and monetary percentages of the work to be done by the subcontractors, how they were selected and why, provide resumes of each major subcontract participant, and a description of how subcontracted work will be controlled, monitored, and evaluated.

- b) Facilities and Resources
Explain where the services will be provided and the equipment needed to perform the services.

4) Cost Detail Format and Requirements

The proposed work should be broken down into the outline in Work Plan and Work Schedule above for purposes of this proposal. The total costs of all tasks and milestones cannot exceed the ~~budgeted amount of \$140,000~~ actual awarded amount of the agreement. The State will only pay for hours actually worked at the rates submitted in the "Cost Proposal" and for actual expenses incurred, even if the amount of the charges is less than the total proposal amount. Proposers are required to use the Sample Cost Proposal Worksheet (Attachment 3) in preparing the cost proposal.

The amount to be paid to the Contractor under the awarded Agreement includes all costs such as: direct labor and operating overhead; out of pocket expenses for travel and subsistence; subcontracting services; and all taxes, fees, bonds and insurance. The Contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore.

5) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to the California Children and Families Commission by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates. Proposals received after this date and time will not be considered.
- d) A minimum of six copies (one original and 5 copies) of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP CCFC 6937
Diversity and Equity
California Children and Families Commission
501 J Street, Suite 530
Sacramento, CA 95814

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist, (see page 16). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

- h) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries and Hand Deliveries
(UPS, Express Mail, Federal Express, etc.)

California Children and Families Commission
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet, page 17. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with l) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.

- q) Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

6) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsive proposal.
- d) Proposal Evaluation

The proposals that meet the minimum qualifications as specified in Section B (which is Pass/Fail) will be evaluated and scored according to the Rating /Scoring Criteria indicated below. A total of 185 points are available. In order to be considered responsive, a proposer shall meet the minimum number of points required for each section as specified below AND shall acquire a minimum of a total of 148 points. A responsive proposal is one that meets or exceeds the requirements stated in this RFP.

Rating/Scoring Criteria

Minimum/Maximum Possible Points

Phase I: Extent of Minimum Qualifications

7/10

- To what extent does the proposer demonstrate experience and a thorough understanding of the following?
 - a. Designing, reviewing, and implementing early childhood programs and comprehensive family services programs for diverse communities.
 - b. Operationalizing the tenets of cultural competency and equity within programs of public and private organizations.
 - c. Utilizing research data to identify service gaps that can be addressed in the design of programs.
 - d. Success in achieving improvement in family-serving systems.
 - e. Defining the role of, as well as managing, directing, and staffing, a large advisory committee or similar group.
 - f. Knowledge of current, authoritative research and data in the fields of multicultural education/studies, first and second language development, school readiness, early care and education, health care, social services/welfare, education, community development/organizing, and family involvement/support.

- g. Successful track record in providing technical assistance and related tools/materials in culturally and linguistically appropriate outreach and service delivery strategies to state, county, or local staff.
- h. Ability to readily mobilize experts—and, where necessary, qualified subcontractors—to perform the requested scope of work on an expedited basis.

Phase II: Description of Services

I. Product Deliverables _____22/30

- To what extent does the proposer address with a reasonable/feasible plan the elements in the Product Deliverables section within the Description of Services (Scope of Work)?

II. Service Deliverables/Ongoing Responsibilities and Activities _____22/30

- To what extent does the proposer address the requirements listed in the Service Deliverables/ Ongoing Responsibilities and Activities section within the Description of Services (Scope of Work)?
- To what extent does the proposer demonstrate a thorough understanding of “school readiness” and its related elements?

III. Additional Requirements _____15/20

- To what extent does the proposer demonstrate an understanding of diversity, equity and inclusion within the Additional Requirements section of the Description of Services (Scope of Work) to successfully promote awareness of these issues and provide appropriate resources and support material?

IV. Work Plan _____30/40

- To what extent does the proposer's work plan address all the requirements as outlined in the Description of Services (Scope of Work)?
- To what extent does the proposer clearly define the components by activities and timeline in the Work Plan and Work Schedule in response to the requirements in the Description of Services (Scope of Work)?

V. References _____3/5

- To what extent do the references contacted describe successful completion of projects that appear to be similar in nature and scope to the services required by this RFP? (Using Attachment 4, page 20 the proposer is to provide a Brief Description of Service and any additional information or project samples that clearly define these projects.)

VI. Cost _____37/50

This consists of evaluating the cost proposals. The proposal with the lowest cost will be awarded 50 points. Remaining proposals will be awarded points according to the following formula.

$$\frac{\text{Lowest Price Bid}}{\text{This Price Bid}} \times 50 = \text{points awarded}$$

The contract will be awarded to the responsible bidder with the overall highest point total.

If no proposals are received containing bids offering a price, which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an Agreement (Public Contract Code 10344 (d), 10377 (d)).

Total possible points 185

7) Award and Protest

- a. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the proposers will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.
- b. Notice of the proposed award shall be posted in a public place in the office of California Children and Families Commission, 501 J Street, Suite 530, Sacramento, California and on the following Internet site: www.ccfc.ca.gov for five (5) working days prior to awarding the agreement.
- c. If any proposer, prior to the award of agreement, files a protest with the California Children and Families Commission and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- d. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Children and Families Commission a detailed statement specifying the grounds for the protest.
- e. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) which can be found on the Internet at www.dgs.ca.gov/contracts.

8) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

9) Agreement Execution and Performance

- a) Performance shall start not later than 10 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

The Standard Agreement language for the preference programs can be found at the Internet web sites listed below:

- 1) Small Business Preference
www.pd.dgs.ca.gov/smbus/sbcert.htm
- 2) Target Area Contract Preference Act (TACPA)
www.pd.dgs.ca.gov/edip/tacpa.htm
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act
www.pd.dgs.ca.gov/edip/lambra.htm
- 4) Enterprise Zone Act (EZA)
www.pd.dgs.ca.gov/edip/eza.htm

E) Required Attachments

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "DVBE Resource Packet" under "Related Web Sites."

The DVBE package and the required submittal forms can be found at the Internet web site listed above.

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items are in your proposal. Indicate the page number(s) or place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. Return this checklist with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).
	Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 6	Payee Data Record (STD 204) (if currently not on file)
_____ Attachment 7	Contractor Certification Clauses (CCC) CCC403 304 . The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .
_____ Attachment 8	Target Area Contract Preference Act (TACPA)
_____ Attachment 9	Enterprise Zone Act (EZA)
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA) Act

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information, pages -8- 9 through 14, 15, nor the "Sample Agreement" at the end of this RFP.

For RFP Secondary Only

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> _____ _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
 Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Office of Small Business and DVBE Certification.

ATTACHMENT 3

SAMPLE COST PROPOSAL WORK SHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Researchers	_____ @	_____	_____
Survey Staff	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
SUBCONTRACTOR(S) COSTS	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Researchers	_____ @	_____	_____
Research Assistants	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs			_____
Equipment and Supplies (Itemized)			_____
Other Direct Costs (Itemized)			_____
			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

Note to Bidders:

The following 14 pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this RFP.

AGREEMENT NUMBER
CCFC 6937
REGISTRATION NUMBER

SAMPLE

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

California Children and Families Commission (CCFC)

CONTRACTOR'S NAME

2. The term of this Agreement is: June 1, 2004 through November 30, 2005

3. The maximum amount of this Agreement is: \$ ~~140,000.00~~
~~One Hundred Forty Thousand and No/100~~

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work XX Page(s)

Exhibit B – Budget Detail and Payment Provisions XX Page(s)

Exhibit C* – General Terms and Conditions GTC304 03/01/04

Check mark one item below as Exhibit D:

X Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) XX Page(s)

☐ Exhibit D* Special Terms and Conditions

Exhibit E – Additional Provisions XX Page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

—

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Children and Families Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

—

PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph P. Munso, Chief Deputy Director

ADDRESS

501 J Street, Suite 530, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to The First 5 California Children and Families Commission (CCFC) services as outlined in the Diversity and Equity RFP No. 6937 and the Contractor's written proposal, which are incorporated by reference and become a part of this Agreement, as described herein:

The Contractor agrees to consult on a broad range of issues related to diversity and equity. The Contractor will build on work regarding cultural and linguistic diversity, including children with disabilities and other special needs, being conducted in various ways and through various First 5 California projects.

The Contractor agrees to assist First 5 California in ensuring that all of its programs are appropriately designed to meet the needs of the populations served and to further First 5 California's goals to: 1) integrate the Principles on Equity effectively in order to serve the diverse populations of children in California and to ensure that the perspective and needs of diverse populations and communities are reflected in First 5 California's priorities, policies, and practices; and 2) promote programs that are culturally and linguistically appropriate and actively engage families from diverse communities.

2. The services shall be performed at the contractor's place of business and at on-site locations as determined by CCFC and the contractor.
3. The services shall be provided during normal business hours, between 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency: California Children and Families Commission (First 5 California)	Contractor:
Section/Unit: Administration	Section/Unit:
Attention: Myrtle Jones	Attention:
Address: 501 J Street, Suite 530	Address:
Phone: (916) 327-8505	Phone:
Fax: (916) 327-8493	Fax:

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Attachment 1, titled Detailed Scope of Work.

ATTACHMENT 1
(Detailed Scope of Work)

All First 5 California programs must be designed to: a) integrate the Principles on Equity effectively to reach out and serve the needs of the diverse populations of children in California; and (b) promote programs that are culturally and linguistically appropriate and actively engage families from diverse communities.

The Contractor agrees to provide the following product and service deliverables:

I. Product Deliverables

- Assess the extent to which State and County First 5 Commissions have addressed equity and diversity issues in their Strategic Plans and in the services they provide using information and data from First 5 California's research and evaluation contractor. (Data collected by the research and evaluation contractor through the statewide evaluation process includes local data on children and families served by County First 5 Commissions, identified by ethnicity, language, income, and education levels of parents.) (Due no later than November 1, 2004).
- Develop an implementation plan that includes steps to integrate/incorporate the Principles on Equity into First 5 California's funded programs and initiatives, to be used by First 5 California and as a guide for County First 5 Commissions. (Due no later than December 31, 2004)
- Make recommendations regarding the future role of the Advisory Committee on Diversity (ACD), which shall include meeting and conducting interviews with current ACD members and the First 5 Association of California, which represents the 58 County Commissions, to obtain input. (Due no later than June 30, 2005.)
- Develop a tool, which could be used by County First 5 Commissions in assessing and addressing diversity issues and for improving services provided to diverse populations. (Due no later than August 1, 2005.)
- Present at the annual First 5 Statewide Conference of County Commissions (anticipated to be held in Spring 2005) the findings from assessment(s) conducted to determine the extent to which the Principles on Equity are reflected in State and County First 5 Commissions' programs and practices, as well as the implementation plan to be developed pursuant to section B, above. In addition, the Contractor agrees to be available to present at up to three other First 5 California events (e.g., a State or County First 5 Commission meeting) that may arise during the term of the contract.

II. Service Deliverables/Ongoing Responsibilities and Activities

- Participate in the planning, organizing, and coordination of statewide First 5 activities designed to reduce the gap in school readiness status among California's diverse populations of children, from birth to age five, and in their families' access to culturally and linguistically appropriate support services related to the children's school readiness.
- Advise First 5 California's executive team on the development of priorities, policies, and practices throughout First 5 California related to the school readiness of diverse populations and communities including incorporation of the following "5 essential and coordinated elements" of the School Readiness Initiative:
 1. Early Care and Education
 2. Parenting/Family Support
 3. Health and Social Services
 4. Schools' Readiness for Children
 5. Infrastructure, Evaluation, and Administration
- Coordinate with the First 5 California research and evaluation contractor to promote the development of culturally appropriate research, and the dissemination of critical data, research results, and other information that is relevant to furthering the goals of the Principles on Equity.

ATTACHMENT 1
(Detailed Scope of Work)

- Interact with other First 5 California contractors and consultants as appropriate, including, but not limited to, the consultant on children with disabilities and other special needs.
- Expand and improve upon lines of communication and interactions between diverse populations and communities and First 5 California leadership.
- Represent First 5 California with groups and organizations that represent different ethnic/cultural groups and populations, such as providers of early childhood and health care services, community organizations and professional associations.
- Facilitate efforts to coordinate/leverage available and potential resources to deliver services to diverse populations.
- Develop and provide technical assistance for County First 5 Commissions and providers who work with children birth to five who are from diverse backgrounds or have special needs, to address the unique needs of California's diverse counties and population groups.
- Assist in the development of regional plans, which could include providing training and technical assistance, to increase the integration of the Principles on Equity into locally funded First 5 programs.
- In developing technical assistance intended for use by County First 5 Commissions, confer with the First 5 Association of California to determine the most effective technical assistance to meet the needs of County Commissions.

III. Additional Requirements

The Contractor may also be required to assist with the following in order to promote or heighten awareness of issues of diversity, equity, and inclusion:

- A. Recommending resources for posting on First 5 California web page.
- B. Developing articles for First 5 California's "Building Blocks" newsletter.

IV. Progress Reports

The Contractor shall submit to First 5 California three progress reports and one final report, as follows:

First Progress Report	due November 1, 2004
Second Progress Report	due April 1, 2005
Third Progress Report	due September 1, 2005
Final Report	due December 31, 2005 (one month after contract termination)

All progress reports shall include, but not be limited to the information:

- Status report on all product and service deliverables;
- Services provided and/or scheduled to be provided such as Technical Assistance (reports shall include at a minimum a description of the services, and when, where, and to whom they were provided);
- For additional requirements, refer to Exhibit B.4.

First 5 California agrees to provide staff as deemed appropriate to carry out the requirements of the awarded contract (e.g., meeting preparation, accessing available First 5 resources such as research and reports, referrals to relevant staff expertise/program area, etc.).

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment I, titled Cost Proposal, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Children and Families Commission
Attention: Sandy Beck
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

- C. If an invoice is disputed, the Contractor will be notified within seven (7) working days of receipt of the invoice. The Contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to CCFC.
- D. For all expenses claimed, each invoice shall include all documents necessary to support the charges.

2. Budget Contingency Clause

- A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Agreement in any manner.
- B. Contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or the California Children and Families Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B
(Standard Agreement)

4. Progress Reports

Contractor shall submit progress reports to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract Number and sending to designated address.

5. Ten Percent 10% Withholding

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

6. Travel Reimbursement

CCFC agrees to reimburse authorized travel and per diem expenses incurred in the performance of services being provided to CCFC. Any necessary travel will NOT exceed State rates and be in accordance with current Department of Personnel Administration (DPA), Section 599.619. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on State travel forms. NO travel outside California will be reimbursed without PRIOR written authorization from CCFC. Any invoices submitted without this referenced information may be returned to the Contractor for further re-processing.

**ATTACHMENT I
(Cost Proposal)**

(TO BE ADDED UPON AWARD OF THE AGREEMENT)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Conflict of Interest

- A. The State intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. If the State becomes aware of a known or suspected conflict of interest, the Contractor or subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor or subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

3. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with California Children and Families Commission, Executive Director within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

4. Subcontractors and Vendors

- A. As used in this Agreement, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of CCFC. CCFC's acceptance of the subcontractor shall be contingent upon the review and approval of the final written subcontract and the subcontractor's Conflict of Interest Certificate. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make

EXHIBIT D
(Standard Agreement)

payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

7. Confidentiality

- A. All data and information related to CCFC operations, which are designated confidential by CCFC or developed by the Contractor and deemed confidential by CCFC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CCFC paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors shall immediately notify CCFC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless CCFC authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. Lobbying, Political Activities, and Politicians

- A. The Contractor shall not use Agreement funds for direct or indirect lobbying.
 - (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
 - (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.
- B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

EXHIBIT D
(Standard Agreement)

- D. The Contractor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

9. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CCFC.

10. Termination for Convenience

CCFC retains the option to terminate this Agreement without cause at CCFC's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) days prior to such termination date. If CCFC terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of CCFC, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or works in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided according to the procedures in this paragraph shall become the property of CCFC.

11. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section;
- D. Upon the effective date of termination of the Agreement and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations, Agreements, and arrangements with owners of media/PR materials, or others, and shall make available to the State all written information regarding the State's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment;
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which the State has or may acquire an interest.

EXHIBIT D
(Standard Agreement)

12. **Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Copyrights and Ownership of Products

- A. The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all Products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all Products created, provided, or developed under this Agreement, whether or not published or produced, belongs to the State from the moment of creation.
- B. The State retains all rights to use, reproduce, distribute, or display any Products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement Products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- C. At any time the Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the Agreement to include language granting the State the copyright for any Products created, provided, developed, or produced under the Agreement and ownership of any Products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any Products for which the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such Products in any manner for governmental purposes and to have or permit others to do so.
- D. All Products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of CCFC. This notice shall be placed prominently on Products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "California Children and Families Commission". When space does not permit, and with advance approval of CCFC Contract Manager or his/her designee, "California Children and Families Commission may be abbreviated "CCFC".

2. Rights in Data

Notwithstanding any other provision of this Agreement or its Exhibits, Contractor and CCFC understand and agree that the provision entitled "Copyrights and Ownership of Products" governs all ownership right to data files and databases.

3. Release of Products

The Contractor shall not release or disclosed any products created, produced, or developed pursuant to this Agreement to any person, except to contractor personnel, subcontractors, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the products. Products include, but are not limited to, drafts or works in progress. The Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

EXHIBIT E
(Standard Agreement)

4. Disabled Veteran Business Enterprise Requirements

The Contractor agrees to provide verification, in a form agreed to by the State, that DVBE subcontractor participation under this Agreement is in compliance with the goals specified at the time of award of the contract, or with any subsequent amendment. At the request of CCFC, the Contractor agrees to provide a list of invoices, dates paid, and amounts paid to the DVBE subcontractor's.

5. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

6. Pre-Approvals

- A. All major media contacts associated with this Agreement must be pre-approved by the CCFC.
- B. Creation of Advisory Committees must be pre-approved by the CCFC.
- C. Criteria for the selection of Advisory Committee members must be pre-approved by the CCFC.
- D. Process for and criteria for selection of participating counties or subcontractors must be pre-approved by the CCFC.
- E. Out of State travel not approved in the original Budget and/or Scope of Work must be pre-approved for reimbursement.
- F. A plan and its design to evaluate whether the intended results of this contract were achieved must be pre-approved by the CCFC.
- G. All changes in professional project personnel must be pre-approved by the CCFC.

7. Acknowledgements

- A. Contractor shall acknowledge the support of the First 5 California Children and Families Commission when publicizing/publishing the work performed under this Agreement.
- B. Work developed with the Agreement funds shall contain an acknowledgement of the use of Proposition 10 funds in the development of materials. The CCFC reserves the right to direct Contractor to include a disclaimer that the contents do not necessarily reflect the position or policy of the CCFC.

8. Purchased with State Funds

Any equipment or software acquired for the purpose of performing the contracted services will be acquired by the Contractor with approval from CCFC. Further, the contractor agrees to retain title, ownership, and control of such acquisitions, and CCFC will take no interest in such equipment after performance is completed and the Agreement is terminated.

9. Principles on Equity

In recognition of the significant gaps and disparities in the provision of services for children and their families and as observed in educational, health and other outcomes, the State Commission adopted the Principles on Equity in October 2001. With the adoption of the Principles on Equity, it is CCFC's

EXHIBIT E
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expectation that contractors' policies and programs will equitably provide California's children (prenatal to 5) from diverse backgrounds and with diverse abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs designed to help the Prop 10 funded programs embrace the spirit and direction of the Principles on Equity. Elements of the Principles on Equity must be evident in the contractor's work plan from program development through implementation and evaluation/reporting. There are four major components to the Principles on Equity:

1. Inclusive Governance and Participation
2. Access to Services
3. Legislative and Regulatory Mandates
4. Results-based Accountability

Contractor can refer to the booklet "A Guide To Doing Business With California Children & Families Commission" or the First 5 California website (www.ccfc.ca.gov) for the full text with the complete listing of the Principles on Equity.

10. Final Evaluation Report

The Contractor must submit a final evaluation report to CCFC at the end of the contract period evaluation findings which shall describe at a minimum the achievement of deliverables/activities required in the Description of Services (Scope of Work), and final budget and expenditures.